



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code INLANDE202A	SC	Dept. A	Contract Number		
County Department Economic and Community Development			Dept. ECD	Orgn. ECD	Contractor's License No.	
County Department Contract Representative Thomas R. Laurin, Director Dolores Armstead			Telephone (909) 388 0808 (909) 388-0831		Total Contract Amount \$30,000	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason: _____						
Commodity Code		Contract Start Date 1/1/05		Contract End Date 9/30/05		Original Amount \$30,000
Fund SBW	Dept. ECD	Organization ECD	Appr. 200	Obj/Rev Source 2005	GRC/PROJ/JOB No. 00002556	Amount \$30,000
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name Inland Empire Center for Entrepreneurship			Estimated Payment Total by Fiscal Year			
			FY 04/05	Amount \$30,000	I/D	

CONTRACTOR Foundation for California State University at San Bernardino, Operating through Inland Empire Center for Entrepreneurship (IECE)

Federal ID No. or Social Security No. 95-6067343

Contractor's Representative Michael Stull, Director

Address California State University at San Bernardino, 5500 University Pkwy., Phone (909) 880-5708
FB-109, San Bernardino, CA 92407

Fax (909) 880-7609

Nature of Contract: *(Briefly describe the general terms of the contract)*

The contract between the County of San Bernardino and the Foundation for California State University at San Bernardino, (operating through the Inland Empire Center for Entrepreneurship) provides \$30,000 of Community Development Block Grant funds for technical assistance to microenterprise businesses (having five (5) or fewer owners and/or employees) throughout the County. These are primarily businesses referred to IECE under the County's Small Business Enhancement Loan Program. The contract term is January 1, 2005 to September 30, 2005.

The attached contract consists of 12 pages.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink)	Reviewed as to Contract Compliance	Presented to BOS for Signature
County Counsel		Department Head
Date _____	Date _____	Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

**SAN BERNARDINO COUNTY
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT**

WITNESSETH

This Contract is made and entered into this 1st day of January, 2005, by and between San Bernardino County, hereinafter referred to as "**COUNTY**", and Foundation for California State University at San Bernardino, hereinafter referred to as "**CONTRACTOR**".

WHEREAS, COUNTY has entered into a Contract with the United States of America through its Department of Housing and Urban Development, hereinafter referred to as "HUD", to execute the COUNTY Community Development Block Grant (**CDBG**) Program under the Housing and Community Development Act of 1974, as amended, hereinafter referred to as the "ACT"; and,

WHEREAS, **COUNTY** Department of Economic and Community Development hereinafter referred to as "ECD", is authorized to act on behalf of COUNTY in administering the **COUNTY CDBG** program; and,

WHEREAS, **COUNTY** and **CONTRACTOR** desires to participate in the **COUNTY CDBG** program and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide comprehensive technical assistance to microenterprise businesses (having five or fewer owners and/or employees) in the areas of general and financial management, business training, information, and referral services; and,

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. SCOPE OF SERVICES

- a. The **CONTRACTOR** will provide business development assistance in the areas of general and financial management, environmental compliance, international trade, government procurement, economic and statistical data, and business education services.
- b. The **CONTRACTOR** will assist businesses in accessing and expanding their operations by providing administrative/support services leading to the creation of jobs.

At least 51% of the beneficiaries of the technical assistance program shall be low-and moderate-income persons or households.

Unless specified otherwise, ECD shall have the authority to represent **COUNTY** regarding the terms and conditions of this Contract and the administration thereof.

2. TERM OF CONTRACT

Said services of **CONTRACTOR** are to commence January 1, 2005 and shall be completed no later than September 30, 2005.

3. COMPENSATION AND METHOD OF PAYMENT

For performance of such services, **COUNTY** shall provide **CDBG** funds not to exceed thirty thousand dollars (\$30,000) after the execution of this Contract. This payment shall constitute full and complete compensation for **CONTRACTOR** services under this Contract. This does not preclude **COUNTY** from providing additional funding at its sole discretion. For the purpose of this Contract, **COUNTY** shall disburse compensation and monitor **CONTRACTOR** performance in satisfying the scope of work obligations under the terms of this Contract. **CONTRACTOR** shall provide supporting documentation regarding provision of services as outlined in Section 1, Scope of Services, by September 30, 2005 and additional information upon request.

4. USE OF FUNDS

Funds allocated pursuant to this Contract shall be used exclusively for services as indicated in Section 1, Scope of Services. Contract funds shall not be used as security or to guarantee payments for any non-program obligations, nor as loans for non-program activities.

5. CHANGES IN GRANT ALLOCATION

COUNTY reserves the right to reduce the grant allocation when **COUNTY** fiscal monitoring indicates that **CONTRACTOR** rate of expenditure will result in unspent funds at the end of the Contract term. Changes in the grant allocation will be done after consultation with **CONTRACTOR**. Such changes shall be incorporated into this Contract by written amendments.

6. REVENUE DISCLOSURE REQUIREMENT

By its execution of this Contract, **CONTRACTOR** certifies that it has previously filed with ECD, a written statement listing all revenue received, or expected to be received, by **CONTRACTOR** from federal, state, city or **COUNTY** sources, or other governmental or private agencies, and applied or expected to offset in whole or in part any of the costs incurred by **CONTRACTOR** in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such project or business activity, the dollar amount of funding provided, or to be provided, by each and every agency to each such project or business activity. During the term of this Contract, **CONTRACTOR** shall prepare and file a similar written statement each time it receives funding from any agency which is in addition to that revenue disclosed in **CONTRACTOR** initial revenue disclosure statement hereunder. Such statement shall be filed with ECD within fifteen (15) calendar days following receipt of such additional funding. **CONTRACTOR** shall make available for inspection and audit to **COUNTY** representatives, upon request, at any time during the duration of this Contract and during a period of three (3) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, whether or not such monies are received through **COUNTY**. All such books and records shall be maintained by **CONTRACTOR** at a location in San Bernardino County. Failure of **CONTRACTOR** to comply with the requirements of this section of the Contract shall constitute a material breach of contract upon which **COUNTY** may cancel, terminate, or suspend this Contract.

7. JOINT FUNDING

For programs in which there are sources of funds in addition to **CDBG** funds, **CONTRACTOR** shall provide proof of such funding. **COUNTY** shall not pay for any services provided by **CONTRACTOR**, which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

8. PROGRAM INCOME

Program income represents net income directly generated from the use of **CDBG** funds by **CONTRACTOR** as a result of the activity funded under the terms of this Contract. When such income is generated by an activity only partially assisted with **CDBG** funds, the income shall be prorated to reflect the percentage of **CDBG** funds used. **CONTRACTOR** shall retain the use of program income by returning program income to **COUNTY** and requesting project budget increases for activities authorized under this Contract.

Program income shall be returned to **COUNTY** within thirty (30) days after cumulative program income reaches increments of one thousand dollars (\$1,000); or at the end of each fiscal year. **CONTRACTOR** shall include in the reports required by Program Reporting, all sources and amounts of program income on a monthly and year-to-date basis.

Program income returned by **COUNTY** to **CONTRACTOR** shall be spent by **CONTRACTOR** on only those costs authorized under this Contract. All provisions of this Contract shall apply to said use of program income funds. **CONTRACTOR** shall account for the receipt and use of program income in such a way that program income is spent on authorized activities before additional **CDBG** funds are spent.

Any program income on-hand when this Contract expires or is received after such expiration, shall be paid to **COUNTY**.

9. FISCAL LIMITATIONS

The United States of America through HUD may in the future place programmatic or fiscal limitation(s) on **CDBG** funds not presently anticipated. Accordingly, **COUNTY** reserves the right to revise this Contract in order to take account of actions affecting HUD program funding. In the event of funding reduction, **COUNTY** may reduce the budget of this Contract as a whole or as to cost category, may limit the rate of **CONTRACTOR** authority to commit and spend funds, or may restrict **CONTRACTOR** use of both its uncommitted and its unspent funds. Where HUD has directed or requested **COUNTY** to implement a reduction in funding, in whole or as to cost category, with respect to funding for this Contract, ECD may act for **COUNTY** in implementing and effecting such a reduction and in revising the Contract for such purpose. Where **COUNTY** had reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of **CONTRACTOR**, **COUNTY** may act to suspend the operation of this Contract for up to sixty (60) days upon three (3) days notice to **CONTRACTOR** of its intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revision made by **COUNTY** affect expenditures and legally binding commitments made by **CONTRACTOR** before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

10. USE OF FUNDS FOR ENTERTAINMENT, GIFTS, OR FUND RAISING ACTIVITIES

CONTRACTOR certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fund raising activities.

11. MONITORING

ECD Director or his designee will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of **COUNTY** and HUD shall have the right of access to all activities and facilities operated by **CONTRACTOR** under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings and observation of on-going program functions. **CONTRACTOR** will permit on-site inspection by **COUNTY**, and HUD representatives, and ensure that its employees and board members furnish such information, as in the judgement of **COUNTY** and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

12. BENEFICIARY QUALIFICATION

CONTRACTOR shall provide services as stated in Section 1, Scope of Services, to small businesses operating in the **COUNTY** of San Bernardino, meeting the definition of small business under the requirements as stated by the U.S. Small Business Administration.

13. PROGRAM REPORTING

CONTRACTOR agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD or **COUNTY** directives. **CONTRACTOR** shall maintain such property, personnel, financial and other records and accounts as are considered necessary by HUD or **COUNTY** to assure proper accounting for all Contract funds. All **CONTRACTOR** records, with the exception of confidential client information, shall be made available to representatives of **COUNTY** and the appropriate federal agencies. **CONTRACTOR** is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by **COUNTY** Director of ECD or his designee.

14. ACCOUNTING

CONTRACTOR must establish and maintain on a current basis an adequate accounting system in accordance with HUD directives and generally accepted accounting principles.

15. AUDITS

CONTRACTOR is required to arrange for an independent financial/compliance audit performed within the direction of Generally Accepted Auditing Standards and Government Auditing Standards. Said audit shall be conducted for the term of this contract. When **CONTRACTOR** receives \$25,000 or more in federal funds from all funding sources within a fiscal year, the required audit must be performed in compliance with OMB Circular A-133.

CONTRACTOR shall submit a copy of the audit report to **COUNTY** within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, **CONTRACTOR** shall provide to **COUNTY** a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution,

including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report.

COUNTY, or any state or federal agency, may make additional audits or reviews, as necessary, to carry out the responsibilities of **CONTRACTOR** under **COUNTY**, state or federal laws and regulations. **CONTRACTOR** agrees to cooperate fully with all persons conducting said additional audits or reviews. **COUNTY** and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of **CONTRACTOR**.

If indications of misappropriation or misapplication of the funds of this Contract cause **COUNTY** to require an additional audit, the cost of the audit will be encumbered and deducted from this Contract budget. Should **COUNTY** subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Contract budget. **CONTRACTOR** shall reimburse all misappropriation or misapplication of funds to **COUNTY**. In the event **COUNTY** uses the judicial system to recover misappropriated or misapplied funds, **CONTRACTOR** shall reimburse **COUNTY** legal fees and court costs in addition to awards.

16. ASSIGNMENT

This Contract is not assignable by **CONTRACTOR** without the express written consent of **COUNTY**. Any attempt by **CONTRACTOR** to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.

17. TERMINATION AND TERMINATION COSTS

This Contract may be terminated in whole or in part at any time by either party upon giving their five (5) days notice in writing to the other party upon receipt of a termination notice, **CONTRACTOR** shall immediately cease all work. Agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 84.61, Termination for Convenience. ECD is hereby empowered to give said notice subject to ratification by the **COUNTY** Board of Supervisors.

COUNTY may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract activity or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible.

If **CONTRACTOR** materially fails to comply with any term of this Contract, **COUNTY** may take one or more of the actions provided under federal regulation at 24 CFR Part 84.62, Enforcement, which include temporarily withholding cash, disallowing non-compliant costs, wholly or partly suspending or terminating the award, withholding further awards, and other remedies that are legally available.

In such event, **CONTRACTOR** shall be compensated for all services rendered prior to the termination notice and all necessarily incurred costs performed in good faith in accordance with the terms of this Contract that have not been previously reimbursed, to the date of said termination to the extent that CDBG funds are available from HUD.

18. REVERSION OF ASSETS

Upon Contract termination **CONTRACTOR** shall transfer to **COUNTY** all CDBG funds on-hand related to this grant and not committed at the time of expiration and any accounts receivable attributable to the use of CDBG funds. All real property acquired or improved in whole or in part with CDBG funds under this Contract must continue in the use that provides the service benefits and national objectives for which it was funded, or it must be disposed of in a manner resulting in a reimbursement to **COUNTY** in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

19. TIME OF PERFORMANCE MODIFICATIONS

ECD Director may grant time of performance modifications to this Contract when such modifications:

- a. In aggregate do not exceed twelve (12) calendar months;
- b. Are specifically requested by **CONTRACTOR**;
- c. Will not change the project goals or scope of services;
- d. Are in the best interests of **COUNTY** and **CONTRACTOR** in performing the scope of services under this Contract; and
- e. Do not alter the amount of compensation under this Contract.

20. INDEPENDENT CONTRACTOR

All parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

21. CONTRACT COMPLIANCE

CONTRACTOR shall comply with Executive Orders 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107, (Equal Employment Opportunity), Executive Orders 11625, 12138, 12432, 12250, and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy 15-01, and other applicable federal, state and **COUNTY** laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

22. DISCRIMINATION

CONTRACTOR covenants that they will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352), and in accordance with Title VI of that Act, providing, in part, that no person in the United States shall, on the grounds of race, sex, creed, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or employment supported by this Contract.

23. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES

CONTRACTOR agrees that it will not engage in inherently religious activities, such as worship, religious instruction or proselytization, as part of the activities funded under this Contract. Further, **CONTRACTOR** agrees that it will not perform or permit political activities in connection with the performance of this Contract. Funds made available under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote and religious or political activities. If **CONTRACTOR** conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Contract, and participation must be voluntary for the beneficiaries of the CDBG-funded program services.

FACILITY, however, may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

24. CONFLICT OF INTEREST

CONTRACTOR, its agents and employees shall comply with all applicable federal, state and **COUNTY** laws and regulations governing conflict of interest. To this end, **CONTRACTOR** will make available to its agents and employees copies of all applicable federal, state, and **COUNTY** laws and regulations governing conflict of interest. In particular, **CONTRACTOR** shall make available the following federal regulation paraphrased from 24 CFR 570-611, Conflict of Interest: Except for salaries and related administrative or personnel costs, no employees, agents consultants, officers or elected officials or appointed officials, of subrecipients which receive CDBG funds, who exercise or have exercised any CDBG functions or who are in a position to participate in a decision making process or gain inside information, may obtain a personal or financial interest or benefit from a CDBG assisted activity or any CDBG funded contract, subcontract or agreement, during their tenure or for one year thereafter.

CONTRACTOR shall furnish to **COUNTY**, prior to execution of this Contract, a written list of all current or proposed subgrantees/subcontractors, vendors or personal service providers, including subsidiaries of **CONTRACTOR**. This list should be limited to those subgrantees/subcontractors, vendors or personal service providers, including subsidiaries of **CONTRACTOR**, which will receive \$10,000 or more during the term of this Contract. Such a list shall include the names, addresses, telephone numbers, and identification of principal party(ies), and a description of services to be provided. During the term of this Contract, **CONTRACTOR** shall notify **COUNTY** in writing of any change in the list of subgrantees/ subcontractors, vendors, personal service providers or subsidiaries of **CONTRACTOR** within fifteen (15) days of change.

25. HOLD HARMLESS

CONTRACTOR shall indemnify and hold harmless **COUNTY** against any liability, claims, losses, demands, and actions incurred by **COUNTY** as a result of the determination by HUD or its successor that activities undertaken by **CONTRACTOR** under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to **CONTRACTOR** under this Contract were improperly expended.

COUNTY shall indemnify and hold harmless **CONTRACTOR** against any liability, claims, losses, demands, and actions incurred by **CONTRACTOR** as a result of the determination by HUD or its successor that activities undertaken by **COUNTY** under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to **COUNTY** under this Contract were improperly expended.

26. INDEMNIFICATION

Notwithstanding anything to the contrary herein contained and irrespective of any insurances carried by **CONTRACTOR**, the **CONTRACTOR** shall indemnify, defend and hold harmless **COUNTY**, authorized officers, agents, employees, and volunteers from any and all claims, damages, losses, actions and/ or liability arising out of this contract from any cause whatsoever; including the acts, errors or omissions of any person and for any costs or expenses incurred by the **COUNTY** on account of any claim, therefore, except where such indemnification is prohibited by law.

27. INSURANCE REQUIREMENTS

Without in anyway affecting the indemnity herein provided and in addition thereto, the **CONTRACTOR** shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- Workers' Compensation - A program of Workers' Comprehensive insurance or State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the **CONTRACTOR** and all risks to such persons under this Agreement.
- Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- Errors and Omissions Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
- Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- Additional Named Insured - All policies, except Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the **COUNTY** and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- Waiver of Subrogation Rights - Except for Errors and Omissions and Professional Liability, **CONTRACTOR** shall require the carriers of the above required coverages to waive all rights of subrogation against the **COUNTY**, its officers, employees, agents, volunteers, contractors and subcontractors.
- Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by **COUNTY**.

- Proof of Coverage - **CONTRACTOR** shall immediately secure certificates of insurance to the **COUNTY** DEPARTMENT administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of
- Performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and **CONTRACTOR** shall maintain such insurance from the time **CONTRACTOR** commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the **CONTRACTOR** shall furnish certified copies of the policies and all endorsements.

28. INSURANCE DOCUMENTATION

CONTRACTOR shall immediately furnish certificates of insurance to ECD evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to ECD, and **CONTRACTOR** shall maintain such insurance from the time **CONTRACTOR** commences performance of services hereunder until the completion of such services.

Within sixty (60) days of the commencement of this Contract, **CONTRACTOR** shall furnish certified copies of the policies and all endorsements. **CONTRACTOR** shall submit the above required insurance documents.

29. INSURANCE REVIEW

The above insurance requirements are subject to periodic review by **COUNTY**. The **COUNTY**'s Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of **COUNTY**.

In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against **COUNTY**, inflation, or any other item reasonably related to the **COUNTY**'s risk. Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. **CONTRACTOR** agrees to execute any such amendment within thirty (30) days of receipt.

30. ASSIGNMENT AND SUBLETTING

CONTRACTOR shall not assign, subordinate, or use for financing, this Contract or any interest therein, unless **COUNTY** has previously given its written consent. Provided, however, that any approved assignment shall be subject to all the terms, covenants, and conditions of the Contract. If **CONTRACTOR** attempts to effect any unauthorized assignment, or transfer occurs by operation of law, or this Contract or any interest therein is subjected to garnishment or sale under any execution of any suit or proceeding brought against or by **CONTRACTOR**, or if **CONTRACTOR** is adjudged bankrupt or insolvent by any court or upon **CONTRACTOR** making

an assignment for the benefit of creditors, **COUNTY** may, at its option, immediately terminate this Contract upon written notice thereof to **CONTRACTOR**, and thereafter, no one but **COUNTY** shall have any further rights hereunder.

31. COMPLIANCE WITH LAWS

All parties agree to be bound by applicable federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the ACT; 24 Code of Federal Regulations, Chapter V; and U.S. Office of Management and Budget Circulars A-87.

32. VIOLATION OF CONTRACT

In the event that **CONTRACTOR** violates any of the terms and conditions of this Contract, **COUNTY** shall give written notice of violation and demand for correction. If, within thirty (30) days from receipt of written notice, **CONTRACTOR** has not corrected the violation or shown acceptable cause, **COUNTY** has the right to terminate this Contract. It is agreed that in the event of a termination due to violation of this contract by **CONTRACTOR**, **CONTRACTOR** shall pay to **COUNTY** within ten (10) days of receipt of Notice of Termination, the amount calculated as the unserved portion of the awarded grant.

Said sum is agreed to represent a reasonable endeavor by both parties hereto, to be a fair compensation for the foreseeable loses that might result from such a breach or default. Penalties and damages covered under separate Contracts with **COUNTY** shall be in addition to that contained herein.

33. AMENDMENTS: VARIATIONS

This writing with attachments embodies the whole of this Contract of the parties hereto. There are no oral agreements not contained herein. Except as herein provided, addition or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment to this Contract formally approved and executed by both parties.

34. TERMINATION BY COUNTY

Notwithstanding Section 33, VIOLATION OF CONTRACT, **COUNTY** may immediately terminate this contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding of the Contract activity or the reprogramming of said funds as deemed necessary by **COUNTY**, or for the convenience of **COUNTY**.

36. BINDING INTEREST

This Contract shall be binding on the parties, successors in interest, heirs and assigns.

37. NOTICES

All notices shall be served in writing. The notices shall be sent to the following addresses:

COUNTY

County of San Bernardino
Department of Economic
and Community Development
290 North "D" Street, Sixth Floor
San Bernardino, CA 92415-0040

CONTRACTOR

Foundation for California State
University at San Bernardino,
5500 University Parkway, FB-109
San Bernardino, CA 92407
ATTENTION: JAMES SANDO

38. COUNTERPART EXECUTION

This Contract may be executed in counterparts. When executed, each counterpart shall be deemed an original irrespective of date of execution. Said counterparts shall together constitute one and the same Contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year written above.

COUNTY OF SAN BERNARDINO

FOUNDATION FOR CALIFORNIA STATE
UNIVERSITY AT SAN BERNARDINO

By: _____
DENNIS HANSBERGER, Chairman
Board of Supervisors

By: _____
JAMES F. SANDO, Executive Director

Dated: _____

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD

J. RENEE BASTIAN
Clerk of the Board of Supervisors
of the County of San Bernardino

By: _____

Dated: _____

APPROVED AS TO LEGAL FORM

RONALD D. REITZ
County Counsel

By: _____

Dated: _____

**SAN BERNARDINO COUNTY
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
EMPLOYMENT CERTIFICATION**

LAST NAME FIRST NAME MI

RESIDENCE ADDRESS CITY

TOTAL NUMBER OF PERSONS LIVING IN YOUR HOUSEHOLD (*Persons occupying the same house with at least one member being head of household. Renters, roomers or borders cannot be included as household members*)

TOTAL INCOME OF ALL PERSONS RESIDING IN HOUSEHOLD \$ _____

I IDENTIFY MY HOUSEHOLD AS:

AMERICAN INDIAN OR ALASKA NATIVE ____ ASIAN ____ BLACK OR AFRICAN AMERICAN ____ WHITE ____

NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER ____ AMERICAN INDIAN OR ALASKA NATIVE AND WHITE: ____

ASIAN AND WHITE ____ BLACK OR AFRICAN AMERICAN AND WHITE ____ AMERICAN INDIAN OR ALASKA NATIVE

AND BLACK OR AFRICAN AMERICAN ____ HISPANIC ____

BALANCE/OTHER (This category will be used to report individuals that are not included in any of the single race categories or in any of the multiple race categories listed above.) _____

I UNDERSTAND THAT THIS INFORMATION IS SUBJECT TO VERIFICATION BY AUTHORIZED GOVERNMENT OFFICIALS AS PERMITTED BY LAW.

SIGNATURE

DATE

BUSINESS NAME: _____

ABOVE APPLICANT WAS HIRED FOR: [] FULL TIME (35 HR/WK); [] PART TIME - NO. OF HOURS: ____

POSITION AS: _____

HIRING DATE: _____

IF YOU CHECK ANY ITEM HERE, SKIP THE NEXT SECTION

Public Agency

Private Agency

[] County Job Training Department

Name: _____

I was referred to this job by: [] State Employment Development Department (EDD)

City: _____

[] Other

I receive government assistance: [] Aid for dependent children (AFDC)

[] Food Stamps

[] Supplemental Security Income

[] General Assistance

LOW/MODERATE INCOME LEVELS ARE AS FOLLOWS:

CIRCLE HOUSEHOLD SIZE:	1	2	3	4	5	6	7	8+
CIRCLE HOUSEHOLD INCOME:	\$30,400	34,750	39,100	43,450	46,900	50,400	53,850	57,350